

United States District Court
STATE AND DISTRICT OF MINNESOTA

UNITED STATES OF AMERICA

V.

PATRICK DANIEL OSEI

CRIMINAL COMPLAINT

Case Number:

MJ 10-168 JJK

I, the undersigned complainant being duly sworn state the following is true and correct to the best of my knowledge and belief.

Count 1: On or about April 29, 2010, in Hennepin County, in the State and District of Minnesota, defendant did knowingly and willfully make a materially false, fraudulent, and fictitious material statement and representation to an agent of the FBI, in a matter within the jurisdiction of the FBI, an agency within the executive branch of the United States, all in violation of Title 18, United States Code, Section 1001.

Count 2: On or about April 30, 2010, in Hennepin County, in the State and District of Minnesota, defendant did knowingly and willfully make a materially false, fraudulent, and fictitious material statement and representation to an agent of the FBI, in a matter within the jurisdiction of the FBI, an agency within the executive branch of the United States, all in violation of Title 18, United States Code, Section 1001.

I further state that I am a(n) Special Agent and that this complaint is based on the following facts:

SEE ATTACHED AFFIDAVIT

Continued on the attached sheet and made a part hereof: ☒ Yes ☐ No

Sworn to before me, and subscribed in my presence,

5/6/10 3:30 pm

Date

THE HONORABLE JEFFREY J. KEYES
UNITED STATES MAGISTRATE JUDGE

Name & Title of Judicial Officer

Ruth E. Hovey, ST, FBI

Signature of Complainant

Ruth E. Hovey

FBI

St. Paul, MN

City and State

Signature of Judicial Officer

SCANNED

MAY 07 2010

U.S. DISTRICT COURT ST. PAUL

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Your Affiant, Ruth E. Hovey, being first duly sworn, states that the following is true and correct to the best of her knowledge and belief:

1. I am a Special Agent of the Federal Bureau of Investigation, assigned to the Minneapolis Division. I have been a Special Agent for twenty years. I currently investigate health care fraud against the government, mail fraud, and other white-collar crimes. I am participating in a joint investigation with Special Agent Karen Sweet from the U.S. Department of Health and Human Services, Office of Inspector General ("DHHS").

2. The statements contained in this affidavit are based in part on information I have learned through my own investigation; my background, training, and experience as a Special Agent and with the FBI; the investigation of the FBI and other federal law enforcement officers; records and other evidence obtained during the course of this investigation; and discussions with individuals as set forth herein this affidavit. Where statements of others are set forth, they are set forth in substance and in part. Because the purpose of the affidavit is to obtain a criminal complaint, I have not included all facts and details about the investigation.

3. On April 20, 2010, Patrick Daniel Osei ("Osei") pled guilty to one count of illegal remuneration in violation of Title 42, United States Code, Section 1320a-7b(b)(2)(A). The plea was

entered in United States v. Osei, et. al, Crim. No. 09-314 (JNE/JJG). The plea, entered pursuant to a written, signed plea agreement, was the result of a federal health care fraud investigation.

4. A material part of the plea agreement included provisions related to the government's recovery of monies generated by the defendant's operation of Advance Home Health, a home health care agency that was a subject of the health care fraud investigation and that received federal Medicaid funds. The plea agreement provided in part that the defendant was required to "fully identif[y] all assets and make[] good faith efforts to make restitution to his victim." The plea agreement further included provisions related to defendant's obligation to provide restitution, including provisions related to funds in various bank accounts controlled by Osei.

5. On April 29, 2010, Patrick D. Osei participated in a proffer meeting with his attorneys, Steven Meshbeshner and Kevin Gregorius of Meshbeshner and Associates; Coleen Nichols, an investigator for Meshbeshner and Associates; Assistant United States Attorney ("AUSA") David Genrich; Special Agent Brian Pitzen (IRS); Special Agent Karen Sweet (DHHS); and your Affiant. The proffer session, as well as the one conducted the following day as referenced below (collectively "proffer sessions"), were conducted in Minneapolis, Hennepin County, Minnesota.

6. The proffer sessions were conducted pursuant to a written

proffer agreement. Osei and Mr. Meshbeshher signed the proffer agreement, as did AUSA Genrich. Shortly after Mr. Meshbeshher signed the agreement, he left the proffer session and Mr. Gregorius joined the proffer, which was continued in the presence of the other individuals identified above.

7. Before the proffer interview began, AUSA Genrich explained the proffer agreement to Osei, including provisions related to lying to federal agents. The proffer letter provides, among other things, that "If Mr. Osei knowingly provides information to the government which is false, misleading, or designed to obstruct justice, he would be subject to prosecution for any applicable criminal violations including, but not limited to, perjury, false statements and obstruction of justice. Any such prosecution could be premised upon any statement or information provided by Mr. Osei, and such information and leads derived therefrom, may be used against him."

8. During the proffer session, Osei was asked a series of questions about funds that had been in various bank accounts controlled by Osei. Osei was asked specifically about cashier's checks Osei obtained from Bremer Bank. Those cashier's checks were drawn by Osei on Bremer Bank accounts that had been the subject of the government's health care fraud investigation of Osei. The government had previously demanded that Osei turn those funds over to the Clerk of Court to be applied to restitution as referenced in the plea agreement and as may be ordered by the Court at

sentencing.

9. Osei stated that he obtained numerous cashier's checks from funds that had resided in the relevant Bremer Bank accounts, and used the cashier's checks for various purposes.

10. One of the cashier's checks Osei discussed was in the amount of approximately \$260,000; Osei was not sure of the exact amount of the check.

11. Osei stated that on April 26, 2010, he cashed the original cashier's check and obtained four (4) cashier's checks from the proceeds: three cashier's checks totaling \$200,000 (in the amounts of \$100,000; \$50,000; and \$50,000), and one cashier's check in the amount of approximately \$63,000.

12. Osei stated that the three cashier's checks referenced above totaling \$200,000 had been previously turned over to the government. On April 26, 2010, Osei had, through his counsel, provided to your Affiant the three cashier's checks referenced above totaling \$200,000. Osei turned over those checks pursuant to the government's demand that any funds that had resided in the subject Bremer Bank accounts that currently remained in Osei's custody or control be turned over immediately to the government.

13. Osei further stated during the April 29, 2010, proffer session that he had mailed the fourth cashier's check, in the amount of approximately \$63,000, to Emmanuel Mensah, an attorney in Ghana. Osei stated that he mailed the check on April 26, 2010, and that the check was for an adoption. Osei explained that he and his

wife had been in the process of adopting three children from the Osu Children's Home in Accra, Ghana, for some time. Osei stated that no payments had been made recently by Osei toward the cost of the adoption, and the cashier's check was sent to Mr. Mensah to keep the adoption process on track. Osei further stated that if he did not provide payment to the adoption agency he feared he would lose all of the funds already invested. Osei was asked to bring carbon copies of all the cashier's checks with him on April 30, 2010, when the proffer session would resume.

14. On April 30, 2010, the proffer session with Osei continued. The individuals named in paragraph 5 above were present with the exception of Mr. Meshbeshier and Ms. Nichols, who were not present. Osei brought carbon copies of several cashier's checks to the proffer. One of the checks, check number xxxxxx4107, was made out to Patrick Osei on April 26, 2010, in the amount of \$63,065.34. Osei said that this was a copy of the check he sent to Ghana; Osei stated it had been issued in Osei's name instead of the Ghanaian attorney because the teller at the bank made a mistake.

15. Osei stated he had no record of mailing the check because he sent it via regular mail and not via any means through which the mailing could be tracked. Osei provided a business card for attorney, E. Kwasi Mensah, who Osei stated is the father of the attorney with whom Osei stated he was working on the adoption and to whom he had sent the approximately \$63,000 cashier's check.

16. Osei stated he sent the check to Ghana without endorsing

it. Osei stated it would typically take approximately ten (10) days for a letter sent to Ghana from Minnesota to arrive in Ghana.

17. Osei agreed to contact Bremer Bank during the April 30 proffer to ask that payment on the \$63,065.34 cashier's check be stopped. The bank was contacted in the presence of your Affiant, and bank personnel agreed to put an alert on the system, which should, bank personnel explained, stop payment on the check assuming it had not yet been negotiated.

18. Shortly after the proffer ended late in the afternoon of Friday, April 30, 2010, Bremer Bank personnel contacted your Affiant and advised that cashier's check number XXXXXX4107, on which they had just requested a hold, had already been negotiated. Bremer Bank stated that additional information on the circumstances surrounding the negotiation of the check would be available the following week.

19. On May 3, 2010, Bremer Bank contacted your Affiant and advised that the cashier's check number XXXXXX4107 was negotiated at a Bremer Bank branch on April 27, 2010. The proceeds of the check were used on April 27 to purchase additional cashier's checks as follows:

- I. \$11,500 made payable to Patrick Osei.
- ii. \$7500 made payable to Patrick Osei.
- iii. \$7500 made payable to Patrick Osei.
- iv. \$7500 made payable to Patrick Osei.
- v. \$7000 made payable to Victor Ajiboye.

- vi. \$7000 made payable to Judy Osei.
- vii. \$7000 made payable to Judy Osei.
- viii. \$5000 made payable to MRCC.

20. On May 5, 2010, Bremer Bank further advised that the cashier's check number XXXXXX4107 had been negotiated at a Bremer Bank branch located in Brooklyn Center, Minnesota.

21. The false, fictitious, and fraudulent statements made knowingly and willfully to federal agents by Osei in the April 29 and April 30 interview sessions were material to the Osei health care fraud matter, particularly with respect to sentencing and the recovery of monies for restitution, within the jurisdiction of the Executive Branch of the United States. Osei made materially false, fictitious, and fraudulent statements about the disposition of the approximately \$63,000 in funds referenced above, which he stated had been mailed in the form of a cashier's check to Ghana, when in fact he knew the funds had not been mailed in the form of a cashier's check to Ghana.

22. Pursuant to Title 18, United States Code, Section 1001, it is a crime if an individual:

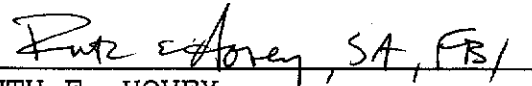
"within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully-

- (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact;
- (2) makes any materially false, fictitious, or fraudulent statement or representation; or


- (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry."

23. Your Affiant believes there is probable cause to believe that Osei violated Title 18, United States Code, Section 1001.

Further your Affiant sayeth not.


RUTH E. HOVEY
Special Agent, FBI

Subscribed to and sworn to before me
this 6 day of May 2010.


THE HONORABLE JEFFREY J. KEYES
United States Magistrate Judge
District of Minnesota